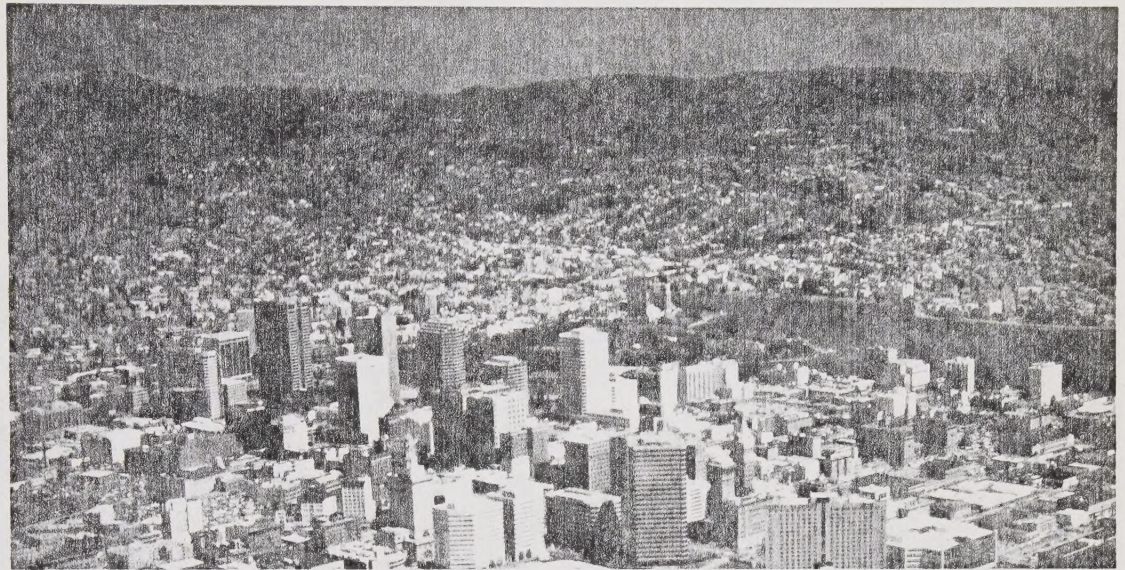


# Oakland Retail/Mixed-Use Center Project



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*Request  
For  
Qualifications*

*Redevelopment Agency of City of Oakland*

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**Chairman** Lionel J. Wilson

**Commissioners** Leo Bazile

Aleta Cannon

Marge Gibson

Carter Gilmore

Frank H. Ogawa

Wilson Riles, Jr.

Richard Spees

**Administrator** Henry L. Gardner

**Executive Director** George H. Williams A.I.A.

**Address** 1417 Clay Street, 2nd Floor, Oakland, CA 94612

# Oakland Retail/Mixed-Used Center Project

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# Summary

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Site Location: The prime retail location in downtown Oakland, at 20th and Telegraph, adjacent to the Emporium- Capwell and I. Magnin.

Site Size: 3 to 5 large blocks comprising approximately 10 to 17 acres.

Development Program: Retail—2 to 4 new department stores plus 200,000-300,000 square feet small shops.  
Office—300,000-900,000 square feet.  
Parking—Up to 3,500 spaces.  
Residential—100-400 units.

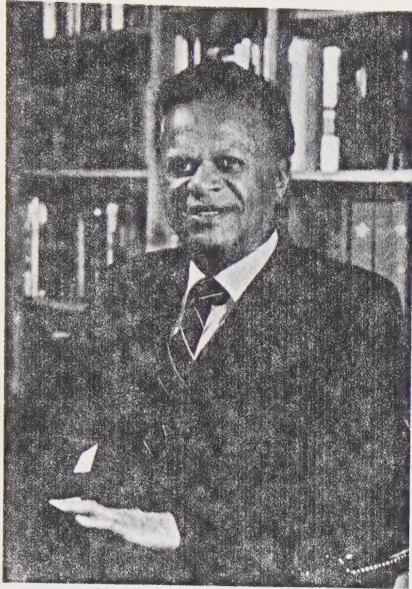
Development Selection Process: One phase process: Request for Qualifications, resulting in a 180-day exclusive Right to Negotiate.

Submittals Due: 3 P.M. (PST) November 1, 1985.

For further information contact: George H. Williams, Director  
Oakland Office of Economic Development and Employment  
1417 Clay Street  
Oakland, CA 94612  
(415) 273-3015

## An Invitation

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The City of Oakland, through its Redevelopment Agency, is very pleased to offer a unique retail development opportunity in the heart of our downtown. Oakland envisions a major department store-oriented retail/mixed-use development. This development is positioned to complement the existing Emporium-Capwell's and I. Magnin stores and to draw upon the vitality of the dramatically growing City Center and Kaiser/Lake Merritt office developments.

I have been involved in this project from its inception and can assure you that the public commitment to the project is solid. The Redevelopment Agency will be selecting a developer this fall to accomplish this exciting development, and I welcome your participation.

Sincerely,

A handwritten signature in cursive script that reads "Lionel J. Wilson". The signature is written in dark ink and is positioned above the printed name.

Lionel J. Wilson  
MAYOR

# Introduction



**T**he Oakland Redevelopment Agency is pleased to announce the availability of an outstanding development opportunity for a major mixed-use center. This development will be located at the crossroads between the two major growth areas in the downtown, and will feature a regional-scale urban shopping complex of department stores and mall shops, as well as office, residential and possibly hotel uses.

Downtown Oakland is currently enjoying an unprecedented flurry of office and retail development. Prestigious new high rises dominate the skyline, and heighten the awareness that the City is a vital link in a region which enjoys one of the nation's healthiest economies.

The City of Oakland is the focal point of one of the largest, most underserved retail trade areas in California. Recent studies point to untapped sales support of nearly \$300,000,000 in the Oakland trade area, with a favorable demographic profile which includes more families with income over \$30,000 than many other attractive trade areas such as Southern Marin County. This site is located adjacent to the Emporium Capwell and I. Magnin stores, and is uniquely situated to draw support from the attractive residential trade area as well as from the rapidly expanding office employment base. Visitors to the new Hyatt Regency and convention center also provide vitality to the downtown and potential shopper support.

The City has laid the groundwork to realize this opportunity, and now seeks a qualified developer, or development team, to bring these plans to fruition. Following a detailed public planning process, the City, the business community, and the public at large have succeeded, with the aid of experienced consultants, in identifying and building the necessary public support for this project.

It is the intention of the Agency to select a developer by the end of the year, through this one-step Request for Qualifications process, and to enter into exclusive negotiations with that developer in a joint effort to realize this major development opportunity.

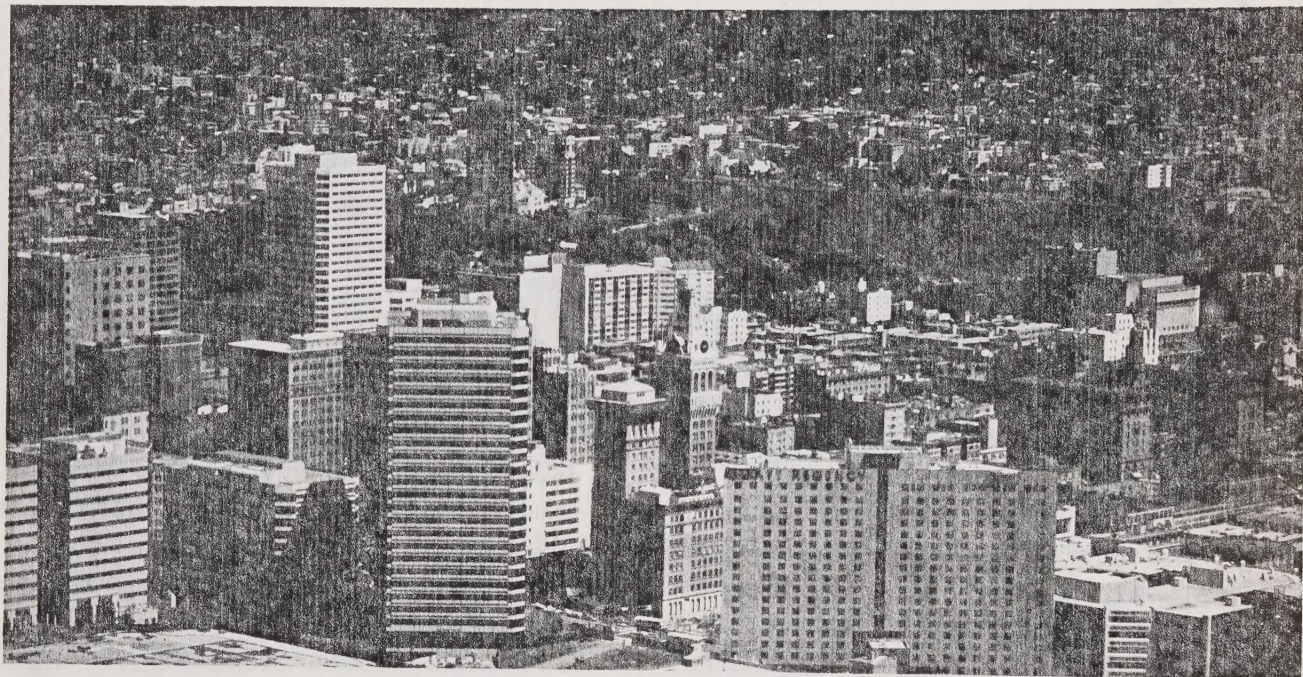
The Agency invites qualified developers to join in the exciting renaissance in Oakland's downtown. This development opportunity offers tangible benefits to the developer and the public. The following information summarizes the Agency's goals for this site, within the context of the overall revitalization of downtown Oakland.

**O**n February 28, 1985, the Oakland Redevelopment Agency/City Council adopted the Retail/Mixed-Use Center Development Program and authorized the preparation of a Request for Qualifications based upon the adopted Development Program. It is the intention of the Agency to work with the selected developer in the determination of the project boundaries in the course of negotiating a Disposition and Development Agreement (DDA). Given the successful negotiation of a DDA, and given the securing of department store commitments by the developer, the Agency will assemble the land or will assist the developer in land assembly.

Assembly of the required site will be facilitated by the fact that it is held by a few large landowners and is used primarily as parking. The Agency is prepared to use its redevelopment powers to assemble the site. On May 28, 1985, the Agency/City Council amended the Central District Urban Renewal plan to provide for Agency acquisition of land through eminent domain for the Retail/Mixed-Use Center Project. The amendment specifies that the Agency has two years during which to establish the boundaries of the Retail/Mixed-Use Center Project. The key land holding, along both sides of Telegraph between 19th and Williams Streets, is owned by Carter Hawley Hale and is used as parking and retail associated with their Emporium-Capwell department store. Carter Hawley Hale has expressed their support of the development concept, although no terms regarding their land or their participation in the development have been negotiated.

Interested developers are urged to review the attached Agency adopted Retail/Mixed-Use Center Development Program. This lays out the Agency's goals and objectives and a conceptual scheme which the Agency feels would satisfy those goals and objectives. However, it is anticipated that a different design scheme may emerge if the Agency and developer determine the need for a more appropriate plan.

The Agency and City financial resources required for participation in this development have been identified, but have not been irrevocably committed. Generally, the Agency and City have identified \$50 million from several Agency and City sources as a maximum amount of local participation. To the extent that federal funding sources can be brought to the project, the amount of public participation may be increased. In any event, the Agency will evaluate the need for investment in the project, and will structure its participation in investments and returns accordingly.



## Oakland: Economic Development Profile

Oakland, California's sixth largest city, lies at the hub of the Bay Area, the nation's fifth largest and one of its most prosperous and growing regions. Oakland's climate, transit access, Port, housing resources, and past planning efforts have always destined it for a prominent role within the Bay Area region. Oakland in the 80's is participating in the nation-wide phenomenon of the re-establishment of the city center. It has matured into a heterogeneous highly diversified ethnic center; the nation's most integrated city. Oakland has ideal sites available and an infrastructure in place to absorb the next decade's growth. Most significant is the fact that the population and housing center of the Bay Area has shifted to the East Bay. The continuing buildout of Alameda and Contra Costa counties has created an independent and growing East Bay base for Oakland to capitalize upon, as its region's commercial, industrial and cultural center.

There are many economic growth and trend indicators heralding Oakland's new position as a resurgent center city. Population declined steadily for twenty years but has, in the last seven years, rebounded to show a significant 7% increase. Oakland has 145,000 occupied housing units with a median sales value of \$129,000. The Association of Bay Area Government's housing projections for Oakland anticipate a dramatic increase of more than 20% in the number of households in Oakland by 1999 and identify the Lake Merritt area as an ideal location for future high density housing. Oakland and the surrounding 32 communities of the East Bay have existing and potential housing units which represent a resource which, given today's transportation logistics, means Oakland is the logical work place destination.

**T**ransportation and accessibility have always been Oakland's strongest asset. Traffic congestion has become a major issue affecting San Francisco's and even suburban Walnut Creek's development potential. Oakland enjoys the Bay Area's best traffic conditions and an ease of access capable of absorbing the next decade's growth. The 1985 completion of the Interstate 980 John B. Williams Freeway link to Interstate 880 completes Oakland's excellent regional freeway system which focuses on downtown Oakland. The Alameda County transit bus system provides 200 routes and 2176 miles of lines of local and transbay service. The Bay Area Rapid Transit System is headquartered in Oakland and provides 71 miles of lines with 34 stations, eight of which are in Oakland.



A



B

**A:**  
**Lake Merritt Office Development**

*The Kaiser Center and Ordway Office developments established the lakeside location as a prestigious office center. The Kaiser Center's approved masterplan calls for up to 4 million square feet of office as an addition to the existing 2.0 million square feet. Several other developers have recently completed projects in the area near Kaiser Center. Gerald Hines and Raymond Kaiser Engineers completed the 650,000 square foot 1800*

*Harrison Street in 1984. 1800 Harrison is fully leased. The Transpacific Development Corporation is just now completing the 460,000 square foot Lake Merritt Plaza building at 1999 Harrison. Charles Pankow Builders is completing the 430,000 square foot 2100 Webster office building and Cadillac Fairview, in joint venture with World Savings, will complete by year's end the 350,000 square foot World Savings project at 1901 Harrison.*

**B:**  
**Hyatt Regency/Convention Center**

*Completed in 1983, this public/private joint venture provides an integrated 500 room Hyatt Regency and 60,000 square feet City Convention Center. This project signals Oakland's reentry into the hotel and convention market and establishes the City Center areas as the entertainment node of downtown. Efforts are underway to develop another major hotel at 12th and Broadway.*

**T**he East Bay's Economic and Employment base has more than kept pace with the rest of California. Oakland has experienced in the past decade a growth in average household income that is comparable to that of the State of California and that therefore outpaced the rest of the country. 80% of East Bay households earn in excess of \$20,000 and the average household income is \$23,000. Nearly two-thirds of East Bay residents are college graduates and employment is 69% white collar. The East Bay labor force has grown 10% in the past three years to 700,000 and combines a mixture of trade, government, and service-oriented positions with manufacturing employment for a well-balanced economy. Recent employment growth has occurred mainly in white collar occupations as corporate and regional offices have found Oakland and the East Bay with its available land and office space and the large well-educated labor pool an attractive alternative to San Francisco office locations. Included among the businesses and industries headquartered in Oakland are Kaiser Aluminum, Clorox, Golden West Financial, Safeway Stores, Buttes Gas and Oil, Grand Auto, Kaiser Cement, World Airways, Delta, American President Lines, Blue Cross of Northern California and Kaiser Permanente.

Oakland's location and demographic advantages are reinforced by some of the Bay's finest cultural and recreational facilities. Lake Merritt, the Oakland Museum, the Paramount Theater, and the Oakland Coliseum Complex provide settings for cultural, recreational, and sports entertainment—all of which are of world-class quality and all of which are a source of pride and inspiration for similar quality in Oakland's other endeavors.

Economic Development goals have been set for Oakland in the 1980's. Two primary areas of development are recognized as key to solidifying Oakland's economic base. In the industrial sector, Oakland is intent upon redeveloping its industrial complex. Oakland has established a 4,000 acre Coliseum Commerce Center development project to assist new and existing industrial developments. In the commercial sector, Oakland will increase its employment, tax, and retail base through office development.

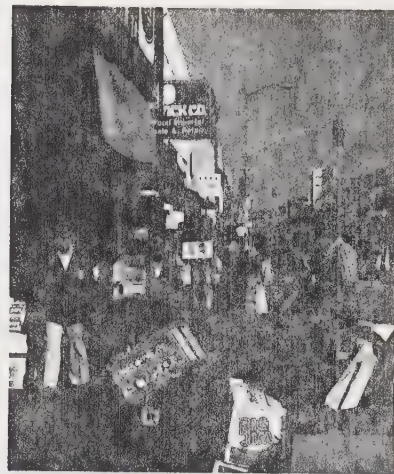
### Downtown Oakland Developments

**T**he realization of Oakland's role as the East Bay office, retail and cultural center is at hand as evidenced by the recent upsurge in interest and investment by a new breed of developer on the Oakland scene. Oakland is experiencing a breakthrough in development. Currently there is 9,000,000 square feet of existing office space in downtown Oakland. Space had been built and absorbed at a pace of approximately 200,000 square feet per year during the 60's and 70's. However, in the first five years of the 80's 3,000,000 square feet of new office space has been completed. Additional development areas have completed study and masterplanning providing for an additional potential increment of 8,000,000 square feet of office buildings over the next decade. The downtown employment base will have increased from 50,000 in 1980 to 80,000 or more by 1990.

Two major nodes of office development have emerged in downtown Oakland. Near the 20th and Broadway BART station is the Kaiser/Lake Merritt office center where several private development interests have invested \$250 million in the past five years and thereby have established the area as the major growth center in the city. Around the 14th Street/City Center BART station is the historic central district and the major focus of the City's redevelopment efforts where \$120 million in public investments have combined with \$250 million in private investments, during the past ten years, to reestablish the City Center as the symbolic civic and business center of downtown Oakland.



E



D



C

C:

### **City Center Project**

The City Center Redevelopment Project incorporates 12 blocks of the traditional downtown. The developer, Bramalea Ltd. and Grubb and Ellis, has secured rights to develop up to 4 million square feet of office space in addition to the already completed 1 million square feet. The master plan calls for a mixed-used environment of office, 150,000 square feet of specialty retail, and 600 units of residential. The recently completed 180,000 square foot OBIII and twin OBIV are the latest developments in this project. OBIII is the regional office center for IBM.

D:

### **Chinatown Project**

The last three blocks of this four block redevelopment project are currently the subject of a developer RFP. The desired mixed-use development program calls for up to 250 units of residential, 50,000 square feet of retail, a cultural center, and up to 750,000 square feet of office/hotel, including the 250,000 square foot office headquarters for the East Bay Municipal Utility District. The first block of the Chinatown project was completed in 1983 as a 375,000 square foot atrium office/commercial building called the Trans-Pacific Centre and is the regional office center for AT&T.

E:

### **Victorian Row/Old Oakland**

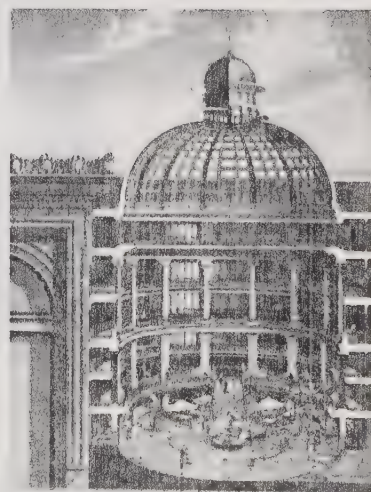
This preservation-oriented two block redevelopment project will restore and revitalize one of the finest complete collections of Victorian commercial facades in the West. The restaurant, retail and office potentials of this special area, when combined with the Hyatt and the vitality of the emerging and traditional Chinatown, will form the nucleus of a new eating and entertainment center.



G



F



H

F:

### **Preservation Park**

18 Victorian residential structures have been moved into this historic preservation redevelopment project to reinforce Oakland's most important historic district. The buildings are being restored and converted to office and restaurant use and signal a major revitalization of the western edge of downtown.

G:

### **Jack London Square**

The Port of Oakland has recently entered into agreements with a number of developers for a major mixed-use redevelopment of the commercial waterfront area of Jack London Square. Plans call for a 250 room hotel, 140,000 square feet of specialty retail, and 150,000 square feet of low rise office above the retail space. These uses are designed around several thriving and proposed major restaurants.

H:

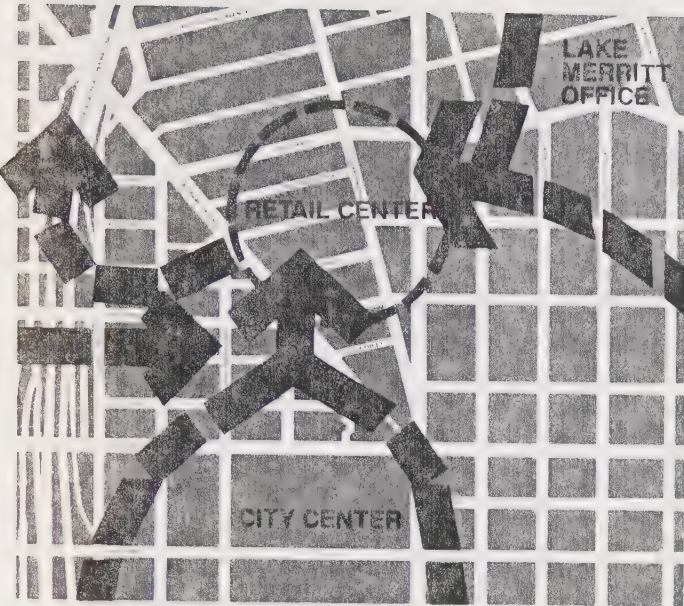
### **The Rotunda**

A private developer has begun the historic restoration of this 375,000 square foot building, recently vacated by Liberty House. The plans call for 125,000 square feet of specialty retail combined with 250,000 square feet of office, all organized around the unique restored rotunda. It and Victorian Row will combine to create a new kind of retail attraction in downtown Oakland.

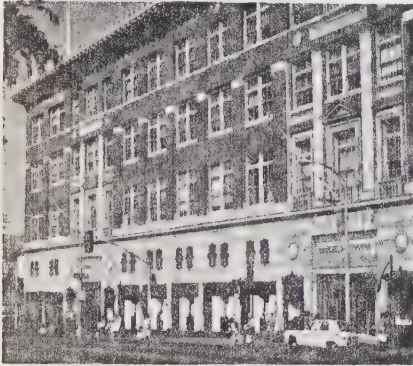
# Site Description

## Location

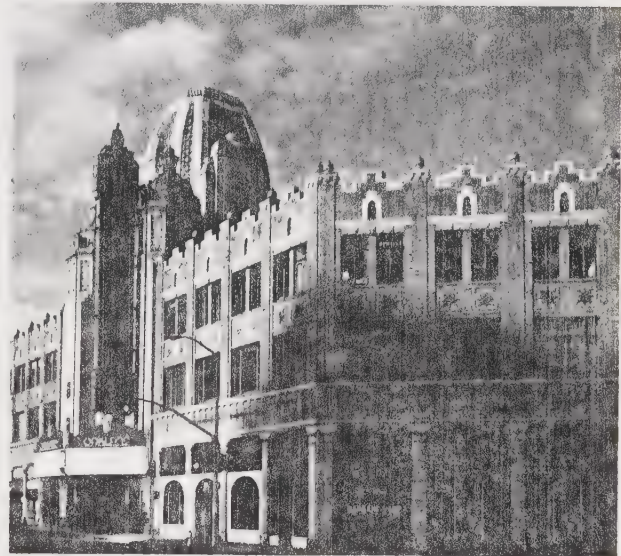
The site is the prime retail location in downtown Oakland, at 20th and Telegraph, adjacent to The Emporium Capwell department store and I. Magnin. The site is ideally located in its relation to existing retail; its accessibility to regional freeways and transit; and its strategic position within walking distance of both the Lake Merritt and City Center office developments.



*Locational Concept*



*Emporium/Capwell's*



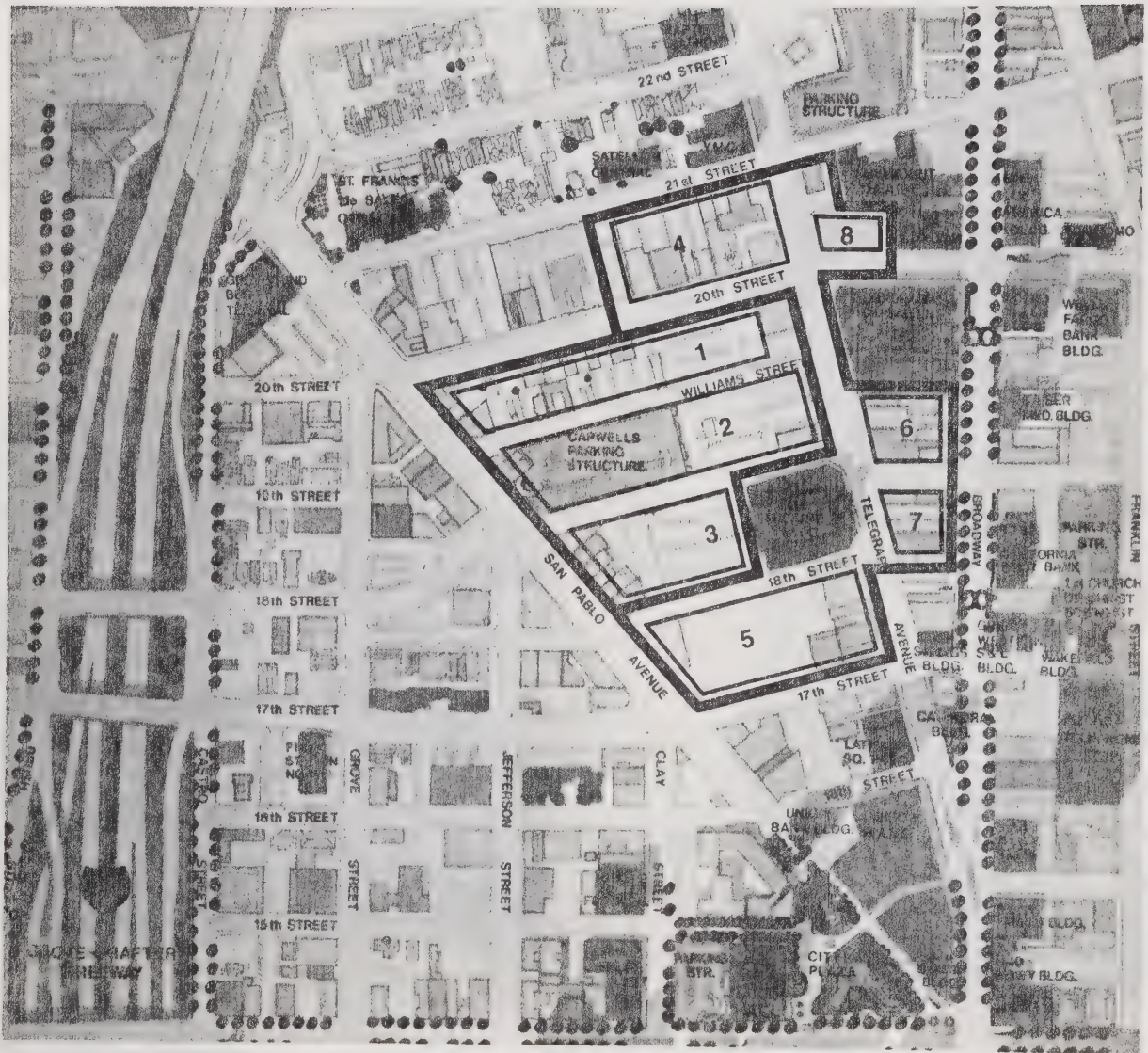
*Fox Theatre*



*I. Magnin*



*Oakland Floral Depot*



## Boundaries

The site will consist of all or a portion of the area generally bounded by Broadway and Telegraph to the east; 21st and 20th Streets to the north; San Pablo Avenue to the west; and 17th Street, to the south. The Agency is maintaining a flexible approach to final site configuration pending Agency/Developer determination of the final project scale and configuration. The site graphic indicates a minimum and maximum site configuration centered around the properties between 18th and 20th Streets.

Existing Site Conditions

The site consists of a number of fixed elements and constraints as well as large amounts of surface parking and underutilized streets, which lend themselves to redevelopment activity. Similarly, the site is surrounded by a wide variety of land uses in various stages of development, some of which is proceeding under its own momentum and some of which is the subject of other efforts. The following identifies existing key buildings and uses on the site:

**Emporium Capwell Department Store.** The continued and uninterrupted operation of this approximately 350,000 square foot facility is essential. Carter Hawley Hale also owns all the properties on the block bounded by 19th, 20th, Broadway and Telegraph, as well as the properties on the block bounded by Williams, 19th, Telegraph, and San Pablo.

**The Oakland Floral Depot.** The preservation of this art deco facade located at 19th and Telegraph is required of any development of this portion of the site. Development of the site, behind the facade, may be appropriate.

**I. Magnin.** It is not anticipated that the project will affect this property, however, the possibility of a relocation of I. Magnin into a Retail Center could be considered, subject to I. Magnin interest.

**Fox Oakland Building.** The preservation of this historic building is required of any development of this portion of the site. It is presently anticipated that this property will be developed, as a cineplex theater complex, in advance and independently of the Retail/Mixed-Use Center. However, it is also anticipated that any development of the Fox will eventually be closely integrated with the Retail/Mixed-Use Center.

Potential Site Areas:	Minimum	Maximum
Block One	140,000 s.f.	140,000 s.f.
Block Two	144,000 s.f.	144,000 s.f.
Block Three	86,000 s.f.	86,000 s.f.
Williams Street	49,800 s.f.	49,800 s.f.
19th Street	43,800 s.f.	43,800 s.f.
Block Four		97,850 s.f.
Block Five		114,400 s.f.
Block Six		37,800 s.f.
Block Seven		39,600 s.f.
Block Eight		23,000 s.f.
Totals	463,600 s.f.	775,250 s.f.

## Adjacent Land Uses

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**T**o the east and south are established sections of the retail/office central business district. To the north and west is a residential/commercial neighborhood which is currently the subject of a neighborhood development strategy, programmed to occur in advance of the Retail Center.

The City Center project to the south and the Lake Merritt/Kaiser office center to the east are both within 1,000 feet of the site. Immediately to the south of the site are several new restoration projects including the Dufwin Theater office adaptive reuse project, along 17th Street, and the Rotunda retail/office project at 16th and Telegraph. The plaza, at the foot of San Pablo Avenue and to the east of City Hall, is currently the subject of a design competition which will consider how best to develop the existing pattern of open space and streets.

The neighborhood and commercial area to the north and west of the site consists of a predominantly residential setting interspersed with commercial uses. San Pablo Avenue, immediately adjacent to the site, is experiencing significant commercial reinvestment and rehabilitation. As a part of the Oakland Retail/Mixed-Use Center Development Program, the city has adopted a development strategy for the San Pablo Avenue area. Interested developers are recommended to review the development strategy outlined in the Development Program.



Freeway Access

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Major Streets

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- — Two-Way Streets
- — East-West Cross Town Couplet

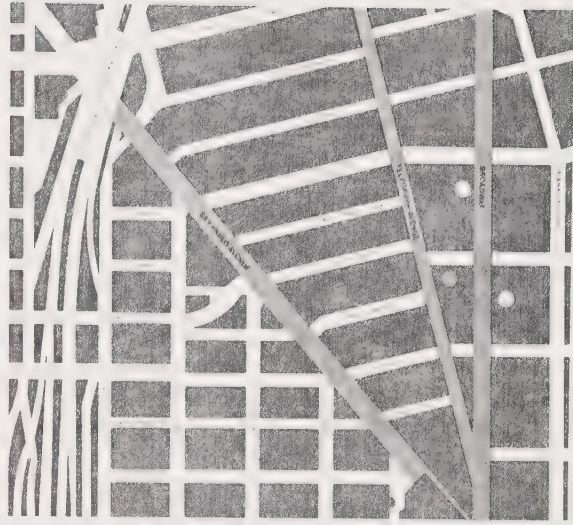
## Traffic and Transit

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**Traffic Access:** The 980 Interstate Freeway is located within 3 short blocks to the west of the site. Access to the Freeway is provided by the 17th-18th Street couplet which passes through the southern edge of the site. The link between Interstate 980 and the Nimitz Freeway to the south will be completed by August 1985, thereby completing Oakland's freeway network.

**Major Streets:** The major local street network consists of the surrounding two-way streets of Telegraph, 20th, and San Pablo. The major east-west cross town couplet, providing access to the freeway, is the 19th/18th-17th one-way pair. Broadway currently operates as Oakland's primary ceremonial and transit boulevard. Possible street modifications considered in conjunction with the Retail/Mixed-Use Project include closing Williams and 19th Street between Telegraph and San Pablo and rerouting the 19th Street traffic to 18th Street, between Telegraph and Grove Street. Telegraph Avenue may be narrowed to create a pedestrian oriented street.

**Transit:** The site is ideally served by both local bus and regional rail transit. Broadway, Telegraph, and San Pablo are all major bus routes into downtown. A below-grade 19th Street BART station runs the length of the site along Broadway from 20th to 18th Street with many station entries at street level and a direct entry into Emporium Capwell's. The potential exists for a major new retail oriented plaza entry to BART at 19th and Broadway.



### Transit

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- — Bus Routes
- — Existing BART Stations
- — Proposed BART Plaza

# Development Objectives & Program

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**T**he Agency's primary development objective is the creation of a mixed-use, urban complex which functions both as a focal point and an integrating link with the rest of the downtown. The main feature of this urban complex is to be a regional scale retail center with department stores and mall shops. The center, which should relate to the existing Emporium-Capwell and I. Magnin stores, should also have an urban character appropriate for its location between the two major growth areas in the downtown, Kaiser/Lake Merritt and City Center.

The Agency has laid the necessary groundwork to accomplish this goal by adopting a Retail/Mixed-Use Center Development Program in March 1985. The Program was developed during a year-long planning effort which combined solid professional consultation with broad based community participation in order to clarify public development objectives and public/private feasibility.

Interested developers are urged to review the enclosed document which describes the program and provides an illustrative concept scheme. The selected developer will be expected to work with the Agency to design a mixed-use center which satisfies the following Development Objectives and falls within the limits of the Development Program.

## **1. Retail Capture**

Retail Development is the cornerstone of the development program. The retail element should be at an appropriate scale to capture the market potential of the Oakland Trade Area. In a 1983 analysis, Keyser Marston Associates, Inc., the Agency's real estate consultant, estimated an unrealized trade area adequate to support more than 900,000 SF of new department store space, along with accompanying mall shop space. This same study identified a very favorable trade area demographic profile, with 51,000 households with incomes over \$30,000/year and 16,000 households with incomes over \$50,000/year. However, current estimates of retail expenditures estimate a DSTM sales leakage of over \$300,000,000 from the trade area.

The Agency has determined that development of a dramatic retail complex anchored by department stores is necessary for downtown Oakland to recapture the sales leakage of the trade area. The new shopping complex should build on the strength and presence of the existing Emporium-Capwell-I. Magnin retail node. Furthermore, the new retail complex should provide a variety of retail stores, including a full range from popularly priced to upscale/fashion anchors and a mix of national and locally owned mall shops.

While there are several significant retail projects planned for downtown, none of these are department store based. Securing department store commitments to this project will be the critical element in the success of the retail complex, and qualifications and track records in this regard will be major criteria in developer selection.

## 2. Design

The Agency strongly desires a retail complex which has an urban character that reinforces the historical and existing street oriented retail pattern. During the period of exclusive negotiations, the selected developer will work with the Agency to develop a project design which meets the following criteria:

- Linkages (pedestrian, functional, and visual) between the City Center and Lake Merritt development centers.
- Reinforcement and integration with the historic architectural fabric.
- An urban street and sidewalk pedestrian orientation which ties into existing retail patterns.
- Maximum BART and AC Transit convenience and orientation.
- Simple and convenient auto access between freeway and other major streets and parking.
- The potential for phasing the retail in integrated or discrete components.
- A mixed-use approach integrating the retail with other uses (office, residential, entertainment) for the purposes of enlivening the area and increasing the financial feasibility of the retail uses.
- An appropriate response to the Oakland climate.
- Anticipation of and coordination with adjacent off-site development opportunities.
- A scale of development with an appropriate intensity for a compact urban site.

## 3. Other Uses

In addition to the primary retail component, the Agency desires a mix of commercial and residential uses to reinforce the development economics of the project, enliven the area, and to integrate the project with the surrounding development. The development program includes office buildings, mid-rise residential units, and possibly a hotel. To the extent the developer identifies the potential for a different mix of uses to reinforce the basic retail program, and to the extent that the different mix of uses can be successfully integrated into the downtown fabric, the Agency will consider development program modifications.

The program for residential development is set at a minimum of 100 units and no limit for the maximum allowable units. It is a further program requirement that 20% of all residential units developed be affordable. Affordable is defined, as per the HUD definition, as affordable to families of individuals with annual incomes not more than 80% of the Oakland SMSA medium income (which in 1984 was \$25,600 for a family of four).

## 4. Historic Preservation

The proposed site includes several buildings of historic and architectural interest. The Flower Mart and Newberry Company building at 19th Street between Broadway and Telegraph is a premier example of Oakland's terracotta tile architectural heritage. Retaining this structure, possibly as a facade, is an important objective.

The historic Fox Oakland Theater is another important architectural resource and project landmark. The Fox Oakland is proposed to be developed independently and in advance of the Retail Center, as a cineplex and retail/office complex. The Agency will work to ensure that this development is coordinated with the Retail Center development.

## 5. Minority Equity Participation

### a. Minority Equity Participation Goal

The Agency has adopted a goal of 20% minority equity participation in the project. While the 20% goal applies to the overall project, individual development components and land uses may have different levels of equity participation. Several different techniques of minority participation have been successfully used to realize minority equity participation in other Oakland projects, including:

- Joint Venture partner, sharing proportionately in the benefits of ownership. This is the strongest and most desirable form of minority equity participation.
- Limited partner equity investors.
- Developer contribution to a non-profit community-based business oriented group.

Interested developers are urged to contact the Agency for information and assistance on their minority equity plan before submitting a response to this RFQ. The proposed approach to minority equity participation including the names, backgrounds, form and extent of participation by minority partners is a required part of the Developer's proposal. Developers are strongly urged to maximize participation of local minority interest, including both individuals and community-based organizations. Innovative and creative solutions to this goal are encouraged.

### b. Minority Retail Tenant Enterprise Program Goals

- That 20% or more of the tenancies among retail uses in the development be made available to local minority group members. That a joint developer-agency program be implemented to assist minorities in establishing these businesses.

### c. Professional Services Contract Program Goals

- That 40% or more of the professional services contract dollar amount of all development services be made available to minority group members, and that 15% of the professional services contract dollar amount be made available to women-owned business enterprise.

### d. Construction Affirmative Action Goals

- That 50% or more of all the employment, on a craft by craft basis, of the general contractor and all subcontractors employees be minorities, and that women employment, also on a craft by craft basis, be at least 6.9%.

### f. Oakland/Minority Permanent Employment Goals

- That 40% or more of the permanent full and part-time employees of all tenants occupying the project be minority persons, and that the developer agree to hire Oakland residents on a "First Source" program basis in filling initial openings and vacancies as they occur.

## Development Program

Retail	Minimum Requirement	Maximum Allowable
■ Major Department Stores	2 new stores	4 new stores
■ Small Shops	Developer's discretion	300,000 SF
Other Uses		
■ Office	Developer's discretion	Several sites; 900,000 SF
■ Residential	100 units, (20% affordable)	no limit (20% affordable)
■ Hotel	Developer's discretion	1-500 room hotel
Parking		
■ On-site	Developer's discretion	3,500 spaces
■ Off-site	To be negotiated	To be negotiated

The Development Program is expressed in minimum-maximum terms because it is the intent of the Agency to work with the selected developer in establishing a final site and a final Development Program. The future Agency/Developer plan will satisfy the Agency's Development Objectives and must be feasible in terms of a public/private investment.

The primary goal of this project is retail capture and therefore the primary component of the Development Program is the retail, in general, and the major department stores, in particular. The other uses are required and/or allowed to insure the vitality of a mixed-use project that relates to its adjacent land uses and to provide a broadened base of overall project feasibility.

The following Conceptual Scheme is offered as an illustration of a potential configuration of the maximum allowable Development Program within the boundaries of the maximum site.

## The Concept Scheme

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**T**he Concept Scheme presented is one idea, perhaps one among many, which reflects the public development objectives, as interpreted by the study team. The scheme proposed by the selected development team may be different from the Concept Scheme. The Concept Scheme illustrates the maximum allowable development program. Interested developers are urged to consult the enclosed Retail/Mixed-Use Center Development Program which includes a detailed description of the Concept Scheme.

In the Conceptual Scheme, the retail mall and department stores are sited, to the extent possible, along Telegraph Avenue between 17th and 21st Streets, so as to reinforce Capwell's and Broadway. The Fox Oakland is made the centerpiece around which, or possibly through which, the retail activity revolves. Nineteenth Street, west of Telegraph, is closed and is rerouted to 18th Street, creating a retail superblock and a Fox BART plaza. This plaza is flanked to the north and south along Broadway by two highrise office towers, one of which is integrated with a set back from the preserved facade of the Oakland Floral Depot.

The character of the retail center is decidedly street-oriented. Telegraph continues as a vehicular through-street but is narrowed and sidewalks widened to favor pedestrians so as to keep Capwell's and the retail west of Telegraph tied together. Second level retail bridges serve to connect the department stores through the multi-level retail concourse. The San Pablo edge of the retail center site is set aside for neighborhood oriented, medium density, residential above ground floor retail.

Parking access is oriented to the freeway with the major entry and exit working off the 17th-18th crosstown one-way couplet. Half of the 3,500 parking spaces are in one level below grade, the remainder are in above grade structures. This below grade level will provide a direct entry into Capwell's and will be made spacious and secure by integrating it with the BART mezzanine level retail and by providing direct openings to the retail mall. Adequate street capacity exists to support the traffic generated by the project and ideal bus and BART access penetrates the site.

The potential exists to provide an accessible, functional, and exciting retail environment which offers the convenience and safety of a suburban shopping center plus the urban excitement of an active historic center city. The character of the Fox, Capwell's and the wealth of other art deco imagery will be preserved and incorporated into the fabric of the retail center to provide it with a unique Oakland flavor.



# Terms & Conditions of Offering

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## General Terms

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1. The developer must submit a signed Offer to Negotiate Exclusively in the form provided in this RFQ as a part of his submission. The Offer to Negotiate Exclusively contains the terms and procedures for negotiating a Disposition and Development Agreement. Upon acceptance by the Agency of the developer Offer to Negotiate Exclusively, the developer will provide a deposit of \$250,000. This deposit will be refundable as specified in the Offer to Negotiate Exclusively (Appendix A).
2. This document indicates the general site area for the Retail/Mixed-Use Center that is the subject of this RFQ. During the exclusive right to negotiate, a precise site area will be agreed to between the developer and Redevelopment Agency. Also, any phasing of development will be indicated.
3. The Agency expects the developer to joint venture or enter into other relationships for the implementation of the project. However, the Agency is seeking a master developer (i.e., one development entity for the total site), and will seek controls during negotiations that will result in the developer having long-term responsibility and control for the total development site and program.
4. The Agency possesses the right of eminent domain within the designated site area, and is prepared to use that right where necessary to complete site assembly. However, the Agency will only be prepared to begin site acquisition at such time as the developer provides written evidence that necessary commitments have been received from key department store tenants.
5. An advantage of the site area is that much of the site is in a few large ownerships, which should facilitate acquisition. Moreover, the largest single ownership is that of Carter, Hawley, Hale (CHH, owners of Emporium-Capwell) who have indicated they will support and cooperate with the Retail/Mixed-Use Center program. During the selection process, developers may be asked to express willingness to negotiate directly with CHH and, if necessary, to complete acquisition or to advance funds to the Redevelopment Agency. Specific procedures and terms for repayment of such advances will be subject to negotiations between the Agency and the selected developers.
6. The developer will provide, upon approval of the Disposition and Development Agreement (DDA), a deposit of \$500,000. The deposit shall be held by the Agency until completion of the development, or an agreed-upon first phase, and will not be applied to other deposits, fees or payments.
7. The Agency reserves the right to specify within the DDA provisions for liquidated damages, performance bonds or other remedies to assure completion of the project consistent with the terms of the DDA.

## Disposition Value

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1. Disposition price and/or lease terms will be determined during the period of exclusive negotiations. Price and terms will reflect the fair disposition value and/or lease terms for an agreed-upon development program (by phase, if appropriate) based upon the developer's pro forma economics and prices paid for projects of a comparable nature in other West Coast locations, adjusted for time.

## Agency Obligations

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1. The Agency will assist in the costs of providing the required parking. Parking shall be developed in accordance with the ratios outlined in the Development Program unless modifications are mutually agreed to by the Agency and developer during the exclusive negotiation period. During the exclusive negotiation period, it will also be specified as to what party will construct, own, operate and maintain both shopper and other parking that will serve the Retail/Mixed-Use Center. Treatment of parking will be taken into account in determining price and terms for the development opportunity.

2. The Agency will convey the site to the developer in an "as-is" condition with all tenants and existing businesses relocated. It shall be the sole responsibility of the developer to investigate and determine the soil conditions within the project site and the suitability of such soil conditions for the improvements to be constructed by the developer.

3. In accordance with State Law, the Agency will be responsible for relocating all existing businesses from the project site.

4. The Agency will pay all costs, if any, to provide adequate water, sanitary, sewer and storm sewer service to the perimeter of the project site, and the cost of relocating and reconstructing all utility sewer and water lines made necessary by excavation or construction on or under the project site or adjacent streets and sidewalks.

However, the developer will be expected to pay:

Permit and processing fees related to the project and all costs related to skybridges or other right-of-way encroachments, including leases for use of the public right-of-way, except as regard to underground parking, and except that such payments will be factored into the site reuse appraisal.

5. The Agency will assist in obtaining all necessary zoning and building permits. It is the Agency's opinion that the proposed project is substantially in conformance with existing zoning.

6. The Agency has established a maximum public expenditure ceiling of \$50 million in local resources available to invest in this project. Additional funds may be available if the Agency and developer are able to secure federal funds. In any event, the Agency will evaluate the need for Agency investment in the project and will structure Agency participation in investments and returns accordingly.

## Agency and City Non-Liability and Related Matters

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### 1. No Representation Warranties

All facts and opinions stated herein and in the Additional Data Available including but not limited to statistical and economic data and projections are based on available information and no representation or warranty is made with respect thereto.

### 2. Agency Discretion, Non-Liability, Waivers and Hold Harmless

The Agency's rights and the Agency and City's non-liability with respect to the Retail/Mixed-Use Development Program, this RFQ, to responses thereto and with respect to other matters, and also waivers, hold harmless provisions and other matters which are required of the developer as part of the developer's response to the RFQ are set forth in detail in the Offer to Negotiate Exclusively (attached as Appendix A).

# Submission Requirements

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**E**ach developer who responds to this RFQ must submit the following materials and information. In order to facilitate review by the Agency, please submit materials in keeping with the following format, identifying each item by number and letter.

1. Statement of Qualifications - 10 copies
  - A. Identification of the type of legal entity with whom the Agency would contract.
  - B. Identification of the developer, including all joint venture or limited partners and the percentage of interest.
  - C. The developer's previous relevant project experience (including that of joint venture partners), photographs and brief descriptions of projects.
  - D. The developer's (including joint venture partners) previous experience in ongoing management and operation of major retail and mixed-use facilities similar to those specified in the Development Program.
  - E. Evidence that the developer (including joint venture partners) has financial capacity to carry out the project. The developer's two most recent audited financial statements must be submitted. **TO BE SUBMITTED CONFIDENTIALLY UNDER SEPARATE COVER (3 copies only, each numbered serially).**
  - F. Organization and management approach, and role of each development partner and major consultant in the implementation of the project.
  - G. Identification and role and experience of key individuals in the development team.
  - H. Identification and experience of key consultants. Provide previous relevant experience, description of projects and the respective roles of all key members of the consultant team.
  - I. Specific references demonstrating experience and compliance with affirmative action programs.
  - J. Developer references.

2. Signed Offer to Negotiate Exclusively for a 180-day period (in the form provided ) - 3 signed originals.
3. Cashier's check or letter of credit made payable to the Oakland Redevelopment Agency in the amount of \$100,000 shall be submitted with the response to the RFQ as a deposit. The deposit shall be returned within 90 days or upon the rejection of all Offers to Negotiate Exclusively or upon the acceptance of one such offer. The \$100,000 may be applied to the deposit to be made by the successful developer with whom the Agency enters in to exclusive negotiations.

Any additional information that the developer wishes to submit may be attached in the form of appendices.

Developers are encouraged to submit questions or comments to Agency staff regarding this RFQ at any time. Questions should be directed to George H. Williams (415) 273-3015, O.E.D.E. 1417 Clay Street, Oakland, CA 94612. Developers are encouraged to meet with Mr. Williams to discuss the program and their qualifications.

The developer, by submitting a response to the RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of the RFQ, the Agency's selection of any other developer, the Agency's rejection of all Offers to Negotiate Exclusively, and any subsequent Development Agreement entered into by the Agency as a result of this RFQ. This waiver and other waivers are set forth in detail in the Offer to Negotiate Exclusively to which reference is hereby made.

All responses are to be submitted in the order and numbers indicated to the Oakland Redevelopment Agency, Attention: George H. Williams, Director, Office of Economic Development and Employment, 1417 Clay St., Oakland, CA 94612. Submittals must be received prior to 3 p.m., November 1, 1985.

**T**he Agency intends to select a developer with whom to enter into Exclusive Negotiations based upon information submitted by the developer, interviews, researched references and the investigation of prior projects. The following criteria are those that the Agency intends to use in evaluating the developers submitting responses to the RFQ.

## **1. Developer Experience**

- A. Retail/Mixed-Use Projects involving:
  - (1) Department store-oriented retail centers
  - (2) Office buildings and complexes
  - (3) Residential development
  - (4) Urban context
- B. Development of Joint Public/Private Projects
- C. Success in Comparable Undertakings in terms of the following:
  - (1) Economic Success
  - (2) Overall architectural design quality
  - (3) Social/cultural environment; ability to attract patronage from diverse multicultural groups
  - (4) Sympathetic integration of new and historic structures in an urban setting.
- D. History of Retaining Projects as Investment
- E. Current Relationships with Major Department Stores

## **2. Minority Participation Program**

- A. Commitment to Minority Equity Participation
  - (1) Identification of Minority Partners
  - (2) Percentage ownership, relationships and roles of Minority Partners
- B. Submittal of required statement committing to the Minority Participation Program in the Offer to Negotiate Exclusively.

- C. Demonstrated success in compliance with Minority Participation programs.

## **3. Management Experience in Retail/Mixed-Use**

- A. Management success in similar undertakings.
- B. Experience in operating developments in urban settings.
- C. Success in achieving high quality project maintenance standards.

## **4. Project Architecture/Planning/Design Experience**

- A. Major retail/mixed-use projects
- B. Joint public/private projects
- C. Developer/Consultant design quality
- D. Projects in complex urban settings
- E. Successful integration of historic structures

## **5. Financial Capability of Developer**

- A. Ability of developer (including joint venture partners) to raise equity/debt dollars, including relationships with major lenders.
- B. Commitment and ability to fund planning and predevelopment costs during the period of the Exclusive Right to Negotiate and the resources to carry the project through.

## **6. Organization/Management Approach**

- A. Clear lines of authority and assignments of responsibilities that the Agency can rely upon to be responsive and decisive.

## **7. Qualifications of the Key Individuals of the Development Team**

## **8. Other Factors as Appropriate**

# Selection Procedures, Negotiation Process, & Schedule

1. It is the intention of the Agency to select a developer, based upon the developer's response to the RFQ, and to enter into exclusive negotiations with that developer through the Agency's acceptance of the developer's Offer to Negotiate Exclusively.

2. The Agency will review the responses to the RFQ and may meet with all or any of the developers and may also request that developers clarify, supplement or modify certain aspects of the information submitted. The Agency, upon the advice of staff, may then select a limited number of developers with whom further discussions may then proceed. Staff may be assisted in this screening process by consultants and community representatives. The Agency may then request that the limited number of developers clarify or supplement the information submitted and meet with the Agency. The Agency, upon receipt of staff's recommendation, may then select a single developer by acceptance of an Offer to Negotiate Exclusively. As noted elsewhere, all offers may be rejected at the discretion of the Agency.

3. Following selection of the developer by the Agency, through the Agency's acceptance of the developer's Offer to Negotiate Exclusively, the developer will be required to pay a \$250,000 Exclusive Negotiations Fee. The period of Negotiations may be extended, at the Agency's option. The fee for extending the Exclusive Negotiation Fee will be \$25,000/month payable in advance.

4. During the period of Exclusive Negotiation the developer will:

- Explore feasibility of the total development program and prepare a detailed development program.
- Prepare a Master Plan and basic concept drawing.
- Initiate and fund an environmental review of the Program and Master Plan.
- Prepare an implementation program including scheduling and phasing.
- Negotiate in good faith the terms of a Disposition and Development Agreement (DDA) between the Agency and developer.
- Secure tentative department store commitments.

The DDA is an agreement that details the responsibilities of the Agency and the developer, the method and amount of sale and/or lease terms, approval of the design by the Agency, and all other terms and conditions of the lease or sale.

5. Please see the Offer to Negotiate Exclusively for detailed requirements.

6. The Agency will not pay a Finder's Fee in connection with this RFQ.

7. The schedule is anticipated to be as follows:

- Agency issues Request for Qualifications . . . . . July 1985
- Developer response due 3 p.m. PST . . . . . Nov. 1, 1985
- Agency review of Qualifications . . . . . Nov. 1985
- Preliminary interviews and requests for any clarifications.  
Possible selection of limited number of  
developers . . . . . mid-Nov. 1985
- Preparation by developer of clarifying  
information . . . . . mid-Nov. 1985
- Agency review of clarifying materials . . . . . Late Nov. 1985
- Possible presentations to Agency . . . . . Dec. 1985
- Selection of developer and entering into Exclusive  
Negotiations. Developer payment of \$250,000  
fee . . . . . Late Dec. 1985
- Period of Exclusive Negotiations . . . . . Jan-June 1986
- Execution of DDA . . . . . July 1986

# Appendix A

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## Offer to Negotiate Exclusively

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Mr. George Williams, Executive Director  
Oakland Redevelopment Agency  
1417 Clay Street  
Oakland, California 94612

### **Subject Project: Oakland Retail/Mixed-Use Center**

Dear Mr. Williams:

The undersigned, \_\_\_\_\_  
hereinafter referred to as the "Offerer," hereby submits to the Oakland Redevelopment Agency, hereinafter referred to as the "Agency,"  
an Offer to negotiate exclusively for the development of the Subject Project.

The Offerer requests that the Agency negotiate exclusively with the Offerer for a 180-day period hereinafter referred to as the "Exclusive Period," commencing with the date of acceptance of this Agreement by the Agency, during which time the Offerer will seek to complete a contract for the disposition and redevelopment of the Subject Project, hereinafter referred to as a "Disposition and Development Agreement."

Transmitted herewith is a ( ) certified check or ( ) letter of credit, payable to the Agency in the amount of \$100,000 as a Good Faith Deposit. It is understood that the Agency shall return this Good Faith Deposit upon the Agency's rejection of this Offer to Negotiate Exclusively. The \$100,000 deposit may be applied to the Negotiation Fee to be paid by the selected Offerer. The Good Faith Deposit is to be retained by the Agency without the obligation to pay interest thereon. Actual interest earned, if any, shall be credited to, and become part of the deposit.

This Offer is made pursuant to, and with full understanding of, all procedures, rules and instructions stated in the Request for Qualifications as well as the following terms and conditions:

1. The Agency shall accept the Offer which it finds to be most advantageous to it, which determination shall be final and conclusive, and shall not be subject to review. The Agency shall reserve the right to reject any or all Offers, and to waive any informalities or defects as to form or procedure.
2. The Agency retains the responsibility to determine the timing, arrangement, and method of qualification presentations throughout the Developer Selection Process. The Offerer shall not undertake any activities or actions to promote or advertise the development proposal except in the course of Agency-sponsored presentations. Further, it is understood that the Agency may present and explain the non-confidential aspects of this proposal.
3. Any direct or indirect (through others) contact by the Offerer with individual members of the Oakland City Council/Redevelopment Agency regarding any aspect of this Offer, except in the course of Agency-sponsored presentations, is expressly prohibited and may be grounds for disqualification of the Offerer from consideration and forfeiture of the Good Faith Deposit made with the Agency.

4. Upon acceptance of this Offer by the Agency, the Offerer will, within one week, tender to this Agency, in the form of a certified check or letter of credit, a Negotiation Fee in the amount of \$250,000, less any existing deposits, as a fee for the right to negotiate exclusively with the Agency during the Negotiation Period. In the event a Disposition and Development Agreement between the Agency and the Offerer is approved by the Agency, the Negotiation Fee shall be used as a credit against the security deposit requirement stipulated within the Disposition and Development Agreement. The Negotiation Fee is to be retained by the Agency without the obligation to pay interest thereon. Actual interest earned, if any, shall be credited to, and become part of the fee. If the Developer negotiates in good faith, but fails to reach an agreement with the Agency staff, then the Negotiation Fee shall be refunded. If the negotiations do not result in a signed and approved Disposition and Development Agreement, the Offerer agrees to submit to the Agency all findings and determinations regarding the proposed development and copies of all plans, studies and reports prepared by the Offerer. The Agency further reserves the right to require other forms of security as part of the Disposition and Development Agreement.

5. The Offerer further understands that negotiations may be extended beyond the Negotiation Period at the discretion of the Agency to enable the Offerer and Agency to reach an agreement. In consideration for the Agency's continuation of such exclusive negotiations, a \$25,000 monthly fee will be paid to the Agency. Conditions upon the application of such monthly fees to subsequent payments stipulated within the Disposition and Development Agreement and the refundability of such fees correspond to those stipulated in paragraph 4 above.

6. In addition to the Option Fees specified in paragraph 4 and 5 above, the Offerer stands ready to provide a non-refundable "Security Deposit" upon Agency approval of the Disposition and Development Agreement. This Security Deposit shall be in an amount equal to \$500,000, and in the manner of payment stipulated in the Disposition and Development Agreement, and shall be held by the Agency as security for the diligent performance of the Offerer's obligations pursuant to the Disposition and Development Agreement. Such Security Deposit is to be retained by the Agency without the obligation to pay interest. Actual interest earned, if any, shall be credited to, and become part of the deposit. Such Security Deposit will be structured to be returned to the Developer in increments that reflect fulfillment of the Developer's obligations and construction of the project in phases, if the project is to be phased, with paybacks disproportionately weighted toward the later phases.

7. The Offerer understands that, except as allowed under the terms of the Disposition and Development Agreement, the Offerer shall not take any action to make, create, contract for, or agree to any total or partial sale, assignment, conveyance, lease or other transfer of the Subject Project, or any portion thereof or any interest therein, without the prior written approval of the Agency. The Agency shall be entitled to stipulate specific terms and conditions to any such approval within the Disposition and Development Agreement.

8. Immediately upon Agency approval of a Disposition and Development Agreement, the Offerer will provide an experienced full-time representative in Oakland. During the Exclusive Period a designated representative will be authorized to implement the redevelopment of the Project. During the Exclusive Period the Offerer agrees to submit monthly progress reports advising the Agency on all matters pertaining to the project.

9. The Offerer understands that the scale, nature and type of redevelopment is subject to the provisions of the Oakland Redevelopment Agency, various approvals of the Agency, and various permits and approvals issued by the City of Oakland Planning Commission, Office of Public Works and other commissions/officers/agencies of the City of Oakland.

10. The Offerer understands that full disclosure will be made to the Agency regarding all principals, officers, stockholders, etc. of the Offerer and all other pertinent information concerning the Offerer and associates.

11. The Offerer understands that full disclosure will be made to the Agency regarding methods of financing to be used in developing the Subject Project.

12. The Offerer understands that the Agency reserves the right, at any time either before or after Offers are submitted, to specify additional terms and conditions, and to request additional information and data from the Offerer, and that the Agency particularly reserves the right to obtain further information, data, and commitment to ascertain the depth of developer capabilities and desire to develop the Subject Project expeditiously. Adequate time to obtain and submit such additional matters will be provided by the Agency.

13. The Offerer understands that if negotiations culminate in a Disposition and Development Agreement with the Agency staff, such an agreement becomes final only after and if the agreement has been considered and approved by the Agency.

14. The Agency will not pay a finder's fee or broker's fee to any Broker or Agent retained by the Offerer.

15. The Offerer agrees to comply with the Minority Participation Program goals described in the Request for Qualifications.

16. The laws of the State of California shall govern the interpretation of this Offer.

Please indicate Agency acceptance of this Offer to Negotiate Exclusively after Agency approval, by signing and returning the attached copy to the undersigned.

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Firm) (Firm Address)

This proposal is hereby accepted as of the \_\_\_\_\_ day of \_\_\_\_\_, 1985,  
pursuant to the terms and conditions stated above.

Oakland Redevelopment Agency

\_\_\_\_\_  
Agency Administrator Secretary

Approved as to Form:

By: \_\_\_\_\_  
Legal Counsel to the Agency

## List of Additional Materials

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A package of additional materials can be purchased for \$100.00. To purchase contact:

George H. Williams, AIA  
Director  
Office of Economic Development and Employment  
1417 Clay Street  
Oakland, CA 94612  
  
(415) 273-3015

- Keyser Marston Associates - 1983 Market Verification Study
- Central District Urban Renewal Plan
- Central District Development Program, Phase I
- Central District Transit Study
- Oakland Office Survey
- Major Construction Projects Inventory
- Oakland Community Economic Profile
- Contract Compliance Manual for Construction Affirmative Action Provisions
- City of Oakland Professional Service Contract Compliance Program



Oakland Retail/Mixed-Use Center Project Consultants

*Keyser Marston Associates, Economics*

*Adams Grant White and Co., Minority Participation Program*

*ELS Design Group, Retail Planning*

*CDC, Neighborhood Planning*

*DKS, Traffic*

For Information Contact

*George H. Williams AIA*

*Director*

*Office of Economic Development and Employment*

*1417 Clay St.*

*Oakland, CA 94612*

*(415) 273-3015*